

**Diopsys, Inc.**  
**End User License Agreement**

This EULA was updated on August 25, 2022.

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### **6. Limitation of Liability.**

Nothing in this EULA and in particular within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable law.

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NEVER TO EXCEED FIFTY U.S. DOLLARS (U.S. \$50). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. DIOPSYS DISCLAIMS ALL LIABILITY OF ANY KIND OF DIOPSYS'S LICENSORS AND SUPPLIERS.

**7. U.S. Export Compliance.**

The Product Software and related technology may be subject to U.S. export control laws, and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Product Software and related technology, if required. You will indemnify and hold Diopsys harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by you of your obligations under this section.

**8. Governing Law; Venue.**

You agree that this EULA, and any claim, dispute, action, cause of action, issue, or request for relief relating to this EULA, will be governed by the laws of the state of Washington, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding relating to this EULA is subject to the mandatory arbitration provisions of Diopsys's Terms of Use. Exceptions must be brought in a federal or state court located in King County, Washington and each party irrevocably submits to the jurisdiction and venue of any such court in any such claim or dispute, except that Diopsys may seek injunctive relief in any court having jurisdiction to protect its intellectual property.

**9. Assignment.**

Neither the rights nor the obligations arising under this EULA are assignable by you, and any such attempted assignment shall be void and without effect.

**10. Notices.**

Any notice to you may be provided by email to the address you registered with Diopsys.

**11. Severability.**

If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**12. Waiver.**

All waivers by Diopsys will be effective only if in writing. Any waiver or failure by Diopsys to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**13. Changes to This EULA.**

The terms of this EULA are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. In the event that the last e-mail address that you

have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to the terms of this EULA will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable), or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new Product purchases. Continued use of the Product Software following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

**14. Entire Agreement/Severability.**

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**15. Contact Information:**

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